

<i>SERFF Tracking Number:</i>	<i>UNUM-126409888</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Unum Life Insurance Company of America</i>	<i>State Tracking Number:</i>	<i>44271</i>
<i>Company Tracking Number:</i>	<i>C.V.D.131</i>		
<i>TOI:</i>	<i>H11G Group Health - Disability Income</i>	<i>Sub-TOI:</i>	<i>H11G.005 Combined Short Term and Long Term</i>
<i>Product Name:</i>	<i>CXC</i>		
<i>Project Name/Number:</i>	<i>Or Definition/C.V.D.131</i>		

Filing at a Glance

Company: Unum Life Insurance Company of America

Product Name: CXC

SERFF Tr Num: UNUM-126409888 State: Arkansas

TOI: H11G Group Health - Disability Income

SERFF Status: Closed-Approved-
Closed

State Tr Num: 44271

Sub-TOI: H11G.005 Combined Short Term and Co Tr Num: C.V.D.131

State Status: Approved-Closed

Long Term

Filing Type: Form

Author: Ellen Desrosiers

Reviewer(s): Rosalind Minor

Date Submitted: 12/07/2009

Disposition Date: 12/09/2009

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Or Definition

Project Number: C.V.D.131

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 12/09/2009

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Employer

Explanation for Other Group Market Type:

State Status Changed: 12/09/2009

Created By: Ellen Desrosiers

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Ellen Desrosiers

Filing Description:

Unum Life Insurance Company of America

Group Disability Insurance

C.V.D.131 "Or" Definition of Disability - Additional General Variables

Enclosed please find the above form for your review and approval. It will be used with our C.FP-1 modular contract/certificate series which was approved by your Department of Insurance on 4/20/1994. Form C.V.D.131 provides additional variables that address the evolving needs of our Customers and allows us to remain competitive in the marketplace. These new variables are in addition to those already approved and on file with your Department. Any

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modifications will be made within the confines of the laws of your governing jurisdiction. We request the right to make non-substantive formatting changes and request that all prior approved variables be available for use with this filing.

Any non-highlighted text shown in this form filing is already approved by your department. All new or revised text is highlighted.

If anything further is needed to complete this submission, please do not hesitate to contact me at (800) 974-2266 extension 54505, fax (423) 785-2914, or email ellendesrosiers@unum.com.

Company and Contact

Filing Contact Information

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Filing Company Information

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2211 Congress Street
Portland, ME 04122
(207) 575-2211 ext. [Phone]
CoCode: 62235
Group Code: 416
Group Name:
FEIN Number: 01-0278678
State of Domicile: Maine
Company Type: L&H
State ID Number:

Filing Fees

Fee Required? Yes
Fee Amount: \$20.00
Retaliatory? Yes
Fee Explanation: \$20.00 per form filing
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Unum Life Insurance Company of America	\$20.00	12/07/2009	32525100

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	12/09/2009	12/09/2009

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Disposition

Disposition Date: 12/09/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Form	Additional General Variables	Approved-Closed	Yes

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TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

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Form Schedule

Lead Form Number: C.V.D.131

Schedule Item	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 12/09/2009	c.v.d.131	Policy/Cont Additional General ract/Fratern Variables al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.200	C V D 131 FILING PKG THIS IS THE ONE TO USE 11-19-09 _5_ _2_.pdf

Unum Life Insurance Company of America
Portland, Maine

Additional general and specific Policy/Certificate variables to be used with our previously approved C.FP-1 modular series for Short Term and Long Term Disability plans.

For ease of review purposes new or revised text has been highlighted. Non-highlighted text reflects language already on file with your Department. Bracketed text may be included, modified or omitted.

1. For the Short Term Disability plan the following provision may be inserted in the BENEFITS AT A GLANCE section of the policy/certificate:

[MINIMUM WEEKLY BENEFIT: [\$25]]

Specific Variables

1. The bracketed \$25 may reflect a range of \$10 to \$500.
2. All other bracketed text may be included or omitted.

2. For Short Term Disability plans the provision entitled WHAT INFORMATION IS NEEDED AS PROOF OF YOUR CLAIM? found in the CLAIM INFORMATION section of the policy/certificate may be modified to read:

WHAT INFORMATION IS NEEDED AS PROOF OF YOUR CLAIM?

Proof of your claim, provided at your expense, must show:

- the date your disability began;
- the existence and cause of your sickness or injury;
- that your sickness or injury causes you to have limitations on your functioning and restrictions on your activities preventing you from performing the material and substantial duties of your regular occupation;
- that you are under the **regular care** of a **physician**;
- the name and address of any **hospital or institution** where you received treatment, including all attending physicians [; and
- the appropriate documentation of your weekly earnings, any disability earnings, and any deductible sources of income].

In some cases, you will be required to give Unum authorization to obtain additional medical information, and to provide non-medical information as part of your proof of claim, or proof of continuing disability. We may also require that you send us appropriate financial records, which may include income tax returns, which we believe are necessary to substantiate your income. We may request that you send periodic proof of your claim. This proof, provided at your expense, must be received within [45] days of a request by us. Unum will deny your claim, or stop sending [you] payments, if the appropriate information is not submitted.

We may require you to be examined by a physician, other medical practitioner and/or vocational expert of our choice. Unum will pay for this examination. We can require an examination as often as it is reasonable to do so. We may also require you to meet with and be interviewed by an authorized Unum Representative. Unum will deny your claim, or stop sending [you] payments, if you fail to comply with our requests.

Specific Variables

1. The bracketed text of 45 days may reflect a range of 30 to 60 days.
2. The bracketed [you] may be changed to your.
3. All other bracketed text may be included or omitted.

3. For Long Term Disability plans the provision entitled WHAT INFORMATION IS NEEDED AS PROOF OF YOUR CLAIM? found in the CLAIM INFORMATION section of the policy/certificate may be modified to read:

WHAT INFORMATION IS NEEDED AS PROOF OF YOUR CLAIM?

Proof of your claim, provided at your expense, must show:

- the date your disability began;
- the existence and cause of your sickness or injury;
- that your sickness or injury causes you to have limitations on your functioning and restrictions on your activities preventing you from performing the material and substantial duties of your regular occupation;[or of any other gainful occupation for which you are reasonably fitted by education, training, or experience;]
- that you are under the **regular care** of a **physician**;
- the name and address of any **hospital or institution** where you received treatment, including all attending physicians [; and
- the appropriate documentation of your monthly earnings, any disability earnings, and any deductible sources of income].

In some cases, you will be required to give Unum authorization to obtain additional medical information, and to provide non-medical information as part of your proof of claim, or proof of continuing disability. We may also require that you send us appropriate financial records, which may include income tax returns, which we believe are necessary to substantiate your income. We may request that you send periodic proof of your claim. This proof, provided at your expense, must be received within [45] days of a request by us. Unum will deny your claim, or stop sending you payments, if the appropriate information is not submitted.

We may require you to be examined by a physician, other medical practitioner and/or vocational expert of our choice. Unum will pay for this examination. We can require an examination as often as it is reasonable to do so. We may also require you to meet with and be interviewed by an authorized Unum Representative. Unum will deny your claim, or stop sending you payments, if you fail to comply with our requests.

Specific Variables

1. The bracketed 45 may reflect a range of 30 to 60 days.
2. All other bracketed text may be included or omitted.

4. For disability plans the provision entitled WHAT HAPPENS IF UNUM OVERPAYS YOUR CLAIM? found in the CLAIM INFORMATION section of the policy/certificate may be modified to read:

WHAT HAPPENS IF UNUM OVERPAYS YOUR CLAIM?

Unum has the right to recover any overpayments due to:

- fraud;
- any error Unum makes in processing a claim;
- disability earnings; or
- deductible sources of income.

You must reimburse us in full. We will determine the method by which the repayment is to be made which may include reducing or withholding future payments including the minimum [weekly] payment.

Unum will not recover more money than the amount we paid you.

Any unpaid premium due for your coverage under this policy may be recovered by us by offsetting against amounts otherwise payable to you under this policy, or by other legally permitted means.

Specific Variables

1. The bracketed weekly may be changed to monthly.

5. For Short Term Disability plans the provision entitled HOW DOES UNUM DEFINE DISABILITY? found in the BENEFIT INFORMATION section of the policy/certificate may be changed to include:

HOW DOES UNUM DEFINE DISABILITY?

[You are disabled when Unum determines that due to your **sickness or injury**:

1. You are unable to perform the **material and substantial duties** of your **regular occupation** and are not working in your regular occupation or any other occupation

or,

2. You are unable to perform one or more of the material and substantial duties of your regular occupation, and you have a 20% or more loss in your **weekly earnings** while working in your regular occupation or in any occupation.]

Specific Variables

1. All bracketed text may be included or omitted.

6. For Long Term Disability plans the provision entitled HOW DOES UNUM DEFINE DISABILITY? found in the BENEFIT INFORMATION section of the policy/certificate may be changed to include:

HOW DOES UNUM DEFINE DISABILITY?

[You are disabled when Unum determines that due to your **sickness or injury**:

1. You are unable to perform the **material and substantial duties** of your **regular occupation** and are not working in your regular occupation or any other occupation

or,

2. You are unable to perform one or more of the material and substantial duties of your regular occupation, and you have a 20% or more loss in your **indexed monthly earnings** while working in your regular occupation or in any occupation.

You must be under the regular care of a physician in order to be considered disabled.

The loss of a professional or occupational license or certification does not, in itself, constitute disability.]

[HOW DOES UNUM DEFINE DISABILITY FOR THE FIRST [12] MONTHS OF PAYMENTS?

You are disabled when Unum determines that due to your **sickness or injury**:

1. You are unable to perform the **material and substantial duties** of your **regular occupation** and are not working in your regular occupation or any other occupation

or,

2. You are unable to perform one or more of the material and substantial duties of your regular occupation, and you have a 20% or more loss in your **indexed monthly earnings** while working in your regular occupation or in any occupation.

You must be under the regular care of a physician in order to be considered disabled.

The loss of a professional or occupational license or certification does not, in itself, constitute disability.

HOW DOES UNUM DEFINE DISABILITY AFTER [12] MONTHS OF PAYMENTS?

You are disabled when Unum determines that due to the same sickness or injury:

You are unable to perform the duties of any **gainful occupation** for which you are reasonably fitted by education, training or experience.

You must be under the regular care of a physician in order to be considered disabled.

The loss of a professional or occupational license or certification does not, in itself, constitute disability.]

Specific Variables

1. The bracketed 12 may be changed to 24, 36, 48, or 60.
2. All other bracketed text may be included or omitted.

7. For Short Term Disability plans the provision entitled WHAT INCOME IS NOT INCLUDED WHEN DETERMINING IF YOU MEET THE INCOME LOSS REQUIREMENT IN THE DEFINITION OF DISABILITY? may be added to the BENEFIT INFORMATION section of the policy/certificate:

[WHAT INCOME IS NOT INCLUDED WHEN DETERMINING IF YOU MEET THE INCOME LOSS REQUIREMENT IN THE DEFINITION OF DISABILITY?

When calculating any loss in your weekly earnings Unum will not include as earnings, if received during your Elimination Period and for the maximum period of payment, the following, but not limited to:

- Commissions, bonuses, deferred income payments, K-1 earnings, sick pay/PTO, partnership or proprietorship earnings or similar earnings that you receive if such earnings were generated as a result of work you performed prior to becoming disabled, and
- Payments from your Employer that do not represent payment for work performed during your period of disability.

However, all the above listed income will be taken into account in determining and calculating any benefit you might be due, whether you are working or not.]

Specific Variables

1. This entire provision may be included or omitted.

8. For Long Term Disability plans the provision entitled WHAT INCOME IS NOT INCLUDED WHEN DETERMINING IF YOU MEET THE INCOME LOSS REQUIREMENT IN THE DEFINITION OF DISABILITY? may be added to the BENEFIT INFORMATION section of the policy/certificate:

[WHAT INCOME IS NOT INCLUDED WHEN DETERMINING IF YOU MEET THE INCOME LOSS REQUIREMENT IN THE DEFINITION OF DISABILITY?

When calculating any loss in your indexed monthly earnings Unum will not include as earnings, if received during your Elimination Period and for a maximum of [12] consecutive months thereafter, the following, but not limited to:

- Commissions, bonuses, deferred income payments, K-1 earnings, sick pay/PTO, partnership or proprietorship earnings or similar earnings that you receive if such earnings were generated as a result of work you performed prior to becoming disabled, and
- Payments from your Employer that do not represent payment for work performed during your period of disability.

However, all the above listed income will be taken into account in determining and calculating any benefit you might be due, whether you are working or not.]

Specific Variables

1. The bracketed 12 may be changed to reflect a range of 12-60.
2. This entire provision may be included or omitted.

9. For Short Term Disability plans the provision entitled CAN YOU RECEIVE PAYMENTS IF YOU ARE NO LONGER DISABLED FROM YOUR REGULAR OCCUPATION AND HAVE A LOSS OF WEEKLY EARNINGS? may be added to the BENEFIT INFORMATION section of the policy/certificate:

[CAN YOU RECEIVE PAYMENTS IF YOU ARE NO LONGER DISABLED FROM YOUR REGULAR OCCUPATION AND HAVE A LOSS OF WEEKLY EARNINGS? (Recovery Payment)

Following [1] consecutive week[s] of payment[s], if you are working and performing the material and substantial duties of your regular occupation and incur a 20% or greater loss of weekly earnings immediately following the period for which disability benefits were paid under this policy, and that loss of earnings is due to the prior sickness or injury for which disability benefits were paid, recovery payments will be paid to the earlier of:

- the date your disability earnings exceed 80% of your weekly earnings, or
- the maximum period of payment.

You are not required to be under regular care, as recovery payments are made for the effects of a past sickness or injury.

Payments will be made according to ***HOW MUCH WILL UNUM PAY YOU IF YOU ARE DISABLED AND HAVE DISABILITY EARNINGS?*** and ***HOW DO WE PROTECT YOU IF YOUR DISABILITY EARNINGS FLUCTUATE?***

Recovery payments will be made for no longer than the maximum period of payment for each disability claim, which may include a period of **recurrent disability**, when these conditions apply.]

Specific Variables

1. The bracketed 1 week [s] of payment[s] may be changed to reflect a range of 1-52 with the applicable weeks or payments text.
2. This entire provision may be included or omitted.

10. For Long Term Disability plans the provision entitled CAN YOU RECEIVE PAYMENTS IF YOU ARE NO LONGER DISABLED FROM YOUR REGULAR OCCUPATION AND HAVE A LOSS OF INDEXED MONTHLY EARNINGS? may be added to the BENEFIT INFORMATION section of the policy/certificate:

[CAN YOU RECEIVE PAYMENTS IF YOU ARE NO LONGER DISABLED FROM YOUR REGULAR OCCUPATION AND HAVE A LOSS OF INDEXED MONTHLY EARNINGS ? (Recovery Payment)

If you are working and performing the material and substantial duties of your regular occupation and incur a 20% or greater loss of indexed monthly earnings immediately following the period for which disability benefits were paid under this policy and that loss of earnings is due to the prior sickness or injury for which disability benefits were paid, recovery payments will be paid to the [earliest] of:

-the date your disability earnings exceed 80% of your indexed monthly earnings [,or] [;]

- [the date [1] months of recovery payments have been made to you, or]

-the maximum period of payment.

You are not required to be under regular care, as recovery payments are made for the effects of a past sickness or injury.

Payments will be made according to ***HOW MUCH WILL UNUM PAY YOU IF YOU ARE DISABLED AND HAVE DISABILITY EARNINGS?*** and ***HOW DO WE PROTECT YOU IF YOUR DISABILITY EARNINGS FLUCTUATE?***

A maximum of [1] month[s] of recovery payments will be made for each disability claim, which may include a period of **recurrent disability**, when these conditions apply.]

Specific Variables

1. The bracketed 1 may be changed to reflect a range of 1-36.
2. The bracketed earliest may be changed to earlier.
3. All other bracketed text may be included or omitted.

11. For Short Term Disability plans, the provision entitled HOW MUCH WILL UNUM PAY YOU IF YOU ARE DISABLED? found in the BENEFIT INFORMATION section of the policy/certificate may be modified to read:

HOW MUCH WILL UNUM PAY YOU IF YOU ARE DISABLED?

We will follow this process to figure your payment:

(Option 1)

- [1. Multiply your weekly earnings by [60%].
2. The maximum **weekly benefit** is [\$1,000].
3. Compare the answer from Item 1 with the maximum weekly benefit. The lesser of these two amounts is your **gross disability payment**.
4. Subtract from your gross disability payment any **deductible sources of income**.

The amount figured in Item 4 is your **weekly payment**.

[Your weekly payment may be reduced based on your disability earnings.]

If, at any time after the elimination period, you are disabled for less than 1 week, we will send you [1/5] of your payment for each day of disability and [1/5] of any additional benefits for each day of disability].

(Option 2)

- [1. Your **gross disability payment** is [\$250].
2. Subtract from your gross disability payment any **deductible sources of income**.

The amount figured in Item 2 is your **weekly payment**.

[Your weekly payment may be reduced based on your disability earnings.]

If, at any time after the elimination period, you are disabled for less than 1 week, we will send you [1/5] of your payment for each day of disability and [1/5] of any additional benefits for each day of disability].

(Option 3)

- [1. Your **gross disability payment** is [\$500], not to exceed [70%] of your weekly earnings.
2. Subtract from your gross disability payment any **deductible sources of income**.

The amount figured in Item 2 is your **weekly payment**.

[Your weekly payment may be reduced based on your disability earnings.]

If, at any time after the elimination period, you are disabled for less than 1 week, we will send you $\frac{1}{5}$ of your payment for each day of disability and $\frac{1}{5}$ of any additional benefits for each day of disability].

Specific Variables

1. The bracketed 60% may reflect a range of 30% to 80%.
2. The bracketed \$1,000 may reflect a range of \$50 to \$35,000.
3. The bracketed \$250 may reflect a range of \$50 to \$10,000.
4. The bracketed \$500 may reflect a range of \$50 to \$10,000.
5. The bracketed 70% may reflect a range of 30% to 80%.
6. The bracketed $\frac{1}{5}$ may be changed to $\frac{1}{7}$.
7. All other bracketed text may be included or omitted.

12. For Long Term Disability plans, the provision entitled HOW MUCH WILL UNUM PAY YOU IF YOU ARE DISABLED? found in the BENEFIT INFORMATION section of the policy/certificate may be modified to read:

HOW MUCH WILL UNUM PAY YOU IF YOU ARE DISABLED?

We will follow this process to figure your payment:

(Option 1)

- [1. Multiply your monthly earnings by [60%].
2. The maximum **monthly benefit** is [\$10,000].
3. Compare the answer from Item 1 with the maximum monthly benefit. The lesser of these two amounts is your **gross disability payment**.
4. Subtract from your gross disability payment any **deductible sources of income**.

The amount figured in Item 4 is your **monthly payment**.

[Your monthly payment may be reduced based on your disability earnings.]

If, at any time after the elimination period, you are disabled for less than 1 month, we will send you 1/30 of your payment for each day of disability and 1/30 of any additional benefits for each day of disability.]

(Option 2)

- [1. Multiply the first [\$5,000] of your monthly earnings by [60%].
2. Multiply the next [\$6,667] of your monthly earnings by [40%].
3. Add the answers from Item 1 and Item 2 together.
4. The maximum **monthly benefit** is [\$15,000].
5. Compare the answer from Item 3 with the maximum monthly benefit. The lesser amount is your **gross disability payment**.
6. Subtract from your gross disability payment any **deductible sources of income**.

The amount figured in Item 6 is your **monthly payment**.

[Your monthly payment may be reduced based on your disability earnings.]

If, at any time after the elimination period, you are disabled for less than 1 month, we will send you 1/30 of your payment for each day of disability and 1/30 of any additional benefits for each day of disability.]

Specific Variables

1. The bracketed 60% may reflect a range of 30% to 80%.
2. The bracketed \$10,000 may reflect a range of \$50 to \$40,000.
3. The bracketed \$5,000 may reflect a range of \$50 to \$40,000.
4. The bracketed 60% may reflect a range of 30% to 80%.
5. The bracketed \$6,667 may reflect a range of \$50 to \$40,000.
6. The bracketed 40% may reflect a range of 30% to 80%.
7. The bracketed \$15,000 may reflect a range of \$50 to \$40,000.
8. All other bracketed text may be included or omitted.

13. For Short Term Disability plans the provision entitled HOW MUCH WILL UNUM PAY YOU IF YOU ARE DISABLED AND WORKING? found in the BENEFITS INFORMATION section of the policy/certificate may be modified to read:

HOW MUCH WILL UNUM PAY YOU IF YOU ARE DISABLED AND HAVE DISABILITY EARNINGS?

(Option 1)

[We will send [you] the weekly payment if you are disabled and your weekly **disability earnings** are less than 20% of your weekly earnings due to the same sickness or injury.

If you are disabled and your weekly disability earnings are 20% or more of your weekly earnings due to the same sickness or injury, you will receive payments based on the percentage of income you are losing due to your disability. We will follow this process to figure your payment:

1. Subtract your disability earnings from your weekly earnings.
2. Divide the answer in Item 1 by your weekly earnings. This is your percentage of lost earnings.
3. Multiply your weekly payment as shown above by the answer in Item 2.

This is the amount Unum will pay you each week.

If the benefit calculation results in a payment that is less than a [\$25] benefit, Unum will pay the [\$25] minimum benefit.

Unum may require you to send proof of your disability earnings each week. We will adjust your weekly payment based on your disability earnings.

As part of your proof of disability earnings, we can require that you send us appropriate financial records, which may include income tax returns, which we believe are necessary to substantiate your income.]

(Option 2)

[We will send [you] the weekly payment if you are disabled and your weekly **disability earnings** are less than 20% of your weekly earnings due to the same sickness or injury.

If you are continuously partially disabled and your weekly disability earnings are more than 20% of your weekly earnings, we will pay you the lesser of:

1. 50% of your weekly payment, or
2. your weekly earnings less disability earnings.

This is the amount Unum will pay you each week.

If the benefit calculation results in a payment that is less than a [\$25] benefit, Unum will pay the [\$25] minimum benefit.

Unum may require you to send proof of your disability earnings each week. We will adjust your weekly payment based on your disability earnings.

As part of your proof of disability earnings, we can require that you send us appropriate financial records, which may include income tax returns, which we believe are necessary to substantiate your income.]

Specific Variables

1. The bracketed you can be changed to your.
2. The bracketed \$25 may reflect a range of \$10. to \$500.
3. All other bracketed text may be included or omitted.

14. For Long Term Disability plans the provision entitled HOW MUCH WILL UNUM PAY YOU IF YOU ARE DISABLED AND WORKING? found in the BENEFITS INFORMATION section of the policy/certificate may be modified to read:

HOW MUCH WILL UNUM PAY YOU IF YOU ARE DISABLED AND HAVE DISABILITY EARNINGS?

(Option 1)

[We will send you the monthly payment if you are disabled and your monthly **disability earnings** are less than [20%] of your indexed monthly earnings, due to the same sickness or injury.

If you are disabled and your monthly disability earnings are [20%] or more of your indexed monthly earnings due to the same sickness or injury, Unum will figure your payment as follows:

During the first 12 months of payments while receiving disability earnings, your monthly payment will not be reduced as long as disability earnings plus the gross disability payment does not exceed 100% of indexed monthly earnings:

1. Add your monthly disability earnings to your gross disability payment.
2. Compare the answer in Item 1 to your indexed monthly earnings.

If the answer from Item 1 is less than or equal to 100% of your indexed monthly earnings, Unum will not further reduce your monthly payment.

If the answer from Item 1 is more than 100% of your indexed monthly earnings, Unum will subtract the amount over 100% from your monthly payment.

If subtracting the amount over 100% from your monthly payment results in a payment less than [\$100], Unum will pay the [\$100] minimum benefit.

After 12 months of payments while receiving disability earnings, you will receive payments based on the percentage of income you are losing due to your disability:

1. Subtract your disability earnings from your indexed monthly earnings.
2. Divide the answer in Item 1 by your indexed monthly earnings. This is your percentage of lost earnings.
3. Multiply your monthly payment by the answer in Item 2.

If the benefit calculation results in a payment that is less than a [\$100] benefit, Unum will pay the [\$100] minimum benefit.

This is the amount Unum will pay you each month.

As part of your proof of disability earnings, we can require that you send us appropriate financial records, which may include income tax returns, which we believe are necessary to substantiate your income.

After the elimination period, if you are disabled for less than 1 month, we will send you 1/30 of your payment for each day of disability.]

(Option 2)

[We will send you the monthly payment if you are disabled and your monthly **disability earnings** are less than [20%] of your indexed monthly earnings, due to the same sickness or injury.

If you are disabled and your monthly disability earnings are [20%] or more of your indexed monthly earnings due to the same sickness or injury, Unum will figure your payment as follows:

During the first 12 months of payments while receiving disability earnings, your monthly payment will not be reduced as long as disability earnings plus the gross disability payment does not exceed 100% of indexed monthly earnings:

1. Add your monthly disability earnings to your gross disability payment.
2. Compare the answer in Item 1 to your indexed monthly earnings.

If the answer from Item 1 is less than or equal to 100% of your indexed monthly earnings, Unum will not further reduce your monthly payment.

If the answer from Item 1 is more than 100% of your indexed monthly earnings, Unum will subtract the amount over 100% from your monthly payment.

If subtracting the amount over 100% from your monthly payment results in a payment less than [\$100], Unum will pay the [\$100] minimum benefit.

After 12 months of payments, we will subtract 50% of your disability earnings from your monthly payment.

This is the amount Unum will pay you each month.

If the benefit calculation results in a payment that is less than a [\$100] benefit, Unum will pay the [\$100] minimum benefit.

As part of your proof of disability earnings, we can require that you send us appropriate financial records, which may include income tax returns, which we believe are necessary to substantiate your income.

After the elimination period, if you are disabled for less than 1 month, we will send you 1/30 of your payment for each day of disability.]

(Option 3)

[We will send you the monthly payment if you are disabled and your monthly **disability earnings** are less than [20%] of your indexed monthly earnings, due to the same sickness or injury.

If you are disabled and your monthly disability earnings are [20%] or more of your indexed monthly earnings due to the same sickness or injury, Unum will figure your payment as follows:

You will receive payments based on the percentage of income you are losing due to your disability.

1. Subtract your disability earnings from your indexed monthly earnings.
2. Divide the answer in Item 1 by your indexed monthly earnings. This is your percentage of lost earnings.
3. Multiply your monthly payment by the answer in Item 2.

This is the amount Unum will pay you each month.

If the benefit calculation results in a payment that is less than a [\$100] benefit, Unum will pay the [\$100] minimum benefit.

As part of your proof of disability earnings, we can require that you send us appropriate financial records, which may include income tax returns, which we believe are necessary to substantiate your income.

After the elimination period, if you are disabled for less than 1 month, we will send you 1/30 of your payment for each day of disability.]

(Option 4)

[We will send you the monthly payment if you are disabled and your monthly **disability earnings**, if any, are less than [20%] of your indexed monthly earnings, due to the same sickness or injury.

If you are disabled and your monthly disability earnings are [20%] or more of your indexed monthly earnings due to the same sickness or injury, Unum will figure your payment as follows:

We will subtract 50% of your disability earnings from your monthly payment.

This is the amount Unum will pay you each month.

If the benefit calculation results in a payment that is less than [\$100] benefit, Unum will pay the [\$100] minimum benefit.

As part of your proof of disability earnings, we can require that you send us appropriate financial records, which may include income tax returns, which we believe are necessary to substantiate your income.

After the elimination period, if you are disabled for less than 1 month, we will send you 1/30 of your payment for each day of disability.]

Specific Variables

1. The bracketed 20% may change to 25%.
2. The bracketed \$100 may reflect a range of \$10 to \$500.
3. All other bracketed text may be included or omitted.

15. For disability plans the provision entitled HOW CAN WE PROTECT YOU IF YOUR DISABILITY EARNINGS FLUCTUATE? found in the BENEFIT INFORMATION section of the policy/certificate may be modified to read:

HOW DO WE PROTECT YOU IF YOUR DISABILITY EARNINGS FLUCTUATE?

If your disability earnings have fluctuated from [week] to [week] Unum may determine your benefit eligibility based on the average of your disability earnings over the most recent 3 [weeks].

Specific Variables

1. The bracketed week and weeks may be changed to month or months.

16. For Short Term Disability plans, the provision entitled WHAT IF SUBTRACTING DEDUCTIBLE SOURCES OF INCOME RESULTS IN A ZERO BENEFIT? found in the BENEFIT INFORMATION section of the policy/certificate may be modified to read:

***WHAT IF SUBTRACTING DISABILITY EARNINGS AND/OR DEDUCTIBLE SOURCES OF INCOME RESULTS IN A BENEFIT LESS THAN [\$25]?
(Minimum Weekly Benefit)***

The minimum weekly payment is: [\$25.]

Unum may apply this amount toward an outstanding overpayment.

[However, the minimum weekly payment will not be paid if you are receiving [salary continuation] [or] [accumulated sick leave] payments from your Employer.]

Specific Variables

1. The bracketed \$25 may reflect a range of \$10 to \$500.
2. All other bracketed text may be included or omitted.

17. For Long Term Disability plans, the provision entitled WHAT IF SUBTRACTING DEDUCTIBLE SOURCES OF INCOME RESULTS IN A ZERO BENEFIT? found in the BENEFIT INFORMATION section of the policy/certificate may be modified to read:

***WHAT IF SUBTRACTING DISABILITY EARNINGS AND/OR DEDUCTIBLE SOURCES OF INCOME RESULTS IN A BENEFIT LESS THAN [\$100]?
(Minimum Monthly Benefit)***

The minimum monthly payment is: [\$100.]

Unum may apply this amount toward an outstanding overpayment.

Specific Variables

1. The bracketed \$100 may reflect a range of \$10 to \$500.

18. For Short Term Disability plans, the provision entitled WHEN WILL PAYMENTS STOP? found in the BENEFIT INFORMATION section of the policy/certificate may be modified to read:

WHEN WILL PAYMENTS STOP?

We will stop sending you payments and your claim will end on the earliest of the following:

[- when you are able to work in your regular occupation on a **part-time basis** and you do not;

- the end of the maximum period of payment;
- the date you are no longer disabled under the terms of the plan, [unless you are eligible] [to receive benefits under Unum's Rehabilitation and Return to Work Assistance program] [or eligible] to receive Recovery Payments];
- the date you fail to submit proof of continuing disability;
- [- after [12] months of payments if you are considered to reside outside the United States or Canada. You will be considered to reside outside these countries when you have been outside the United States or Canada for a total period of 6 months or more during any [12] consecutive months of benefits;]
- the date your disability earnings exceed the amount allowable under the plan, or
- the date you die.]

[- after 4 consecutive weeks of payments, when you are able to return to work in your regular occupation on a **part-time basis** and you do not;

- the end of the maximum period of payment;
- the date you are no longer disabled under the terms of the plan[, unless you are eligible] [to receive benefits under Unum's Rehabilitation and Return to Work Assistance program] [or eligible] to receive Recovery Payments];
- the date you fail to submit proof of continuing disability;
- [- after [12] months of payments if you are considered to reside outside the United States or Canada. You will be considered to reside outside these countries when you have been outside the United States or Canada for a total period of 6 months or more during any [12] consecutive months of benefits;]
- the date your disability earnings exceed the amount allowable under the plan, or
- the date you die.]

Specific Variables

1. The bracketed 12 may be changed to 6.
2. All other bracketed text may be included or omitted.

19. For Long Term Disability plans, the provision entitled WHEN WILL PAYMENTS STOP? found in the BENEFIT INFORMATION section of the policy/certificate may be modified to read:

WHEN WILL PAYMENTS STOP?

We will stop sending you payments and your claim will end on the earliest of the following:

- [during the first [24] months of payments, when you are able to work in your regular occupation on a **part-time basis** but you do not;
- [after [24] months of payments, when you are able to work in any gainful occupation on a part-time basis but you do not;]
- the end of the maximum period of payment;
- the date you are no longer disabled under the terms of the plan [, unless you are eligible] [to receive benefits under Unum's Rehabilitation and Return to Work Assistance program] [or eligible] to receive Recovery Payments];
- the date you fail to submit proof of continuing disability;
- [- after [12] months of payments if you are considered to reside outside the United States or Canada. You will be considered to reside outside these countries when you have been outside the United States or Canada for a total period of 6 months or more during any [12] consecutive months of benefits];
- the date you die.]

Specific Variables

1. The bracketed 12 may be changed to 6.
2. The bracketed 24 may be changed to 12, 36, 48, 60.
3. All other bracketed text may be included or omitted.

20. For Long Term Disability plans, the provision WHAT REVENUE PROTECTION WILL UNUM PROVIDE? found in the OTHER BENEFIT FEATURES section of the policy/certificate may be modified to read:

[WHAT REVENUE PROTECTION WILL UNUM PROVIDE?

If you are not working and receiving monthly payments under this plan, Unum will make a payment to the Policyholder. This payment will be paid for [12 months] to the Policyholder [and be solely for the benefit of the current active partners]. This payment will be [50%] of your monthly earnings up to [\$5,000]. We will not subtract deductible sources of income from this payment.

If you are working and receiving monthly payments under this plan, and your monthly disability earnings are 80% or less of your indexed monthly earnings, the payment will be based on the percentage of income you are losing due to your disability according to the following steps:

1. Subtract your disability earnings from your indexed monthly earnings.
2. Divide the answer in Step 1 by your indexed monthly earnings. This is your percentage of lost earnings.
3. Multiply the extra payment (payable to the Policyholder, noted above) by the percent of lost earnings in Step 2.

This is the amount payable to the Policyholder.

[The obligation to make payment to the Policyholder exists only so long as the partnership is not terminated. There is no obligation to make payments for the benefit of persons who withdraw for any reason other than disability from the partnership.]

Revenue Protection payments will not be made during any period Recovery Payments are being made.]

Specific Variables

1. The bracketed 12 months may be changed to reflect a range of 3 months, 6 months, or 24 months.
2. The bracketed 50% maybe changed to reflect a range of 10% to 60%.
3. The \$5,000 must be the same as provided on the base Long Term Disability Plan, or less, up to a maximum of \$25,000.
4. All other bracketed text may be included or omitted.

21. For Long Term Disability plans, the provision WILL UNUM CONTINUE YOUR CONTRIBUTION TO YOUR [401(K)/PENSION PLAN] IF YOU ARE DISABLED? found in the OTHER BENEFIT FEATURES section of the policy/certificate may be modified to read:

[WILL UNUM CONTINUE YOUR CONTRIBUTION TO YOUR [401(K)] PLAN IF YOU ARE DISABLED? (Retirement Income Protection)

If you are receiving disability payments and have been a participant in the Employer's [401(k)] Plan for at least the 3 months immediately prior to your disability, we will pay an extra monthly benefit payable as follows:

Your extra monthly benefit will be the lesser of [1%] of your monthly earnings or [\$1] unless you have disability earnings.

If you are disabled and have disability earnings, the benefit will be based on the percentage of income you are losing due to your disability according to the following steps:

1. Subtract your disability earnings from your indexed monthly earnings.
2. Divide the answer in Step 1 by your indexed monthly earnings. This is your percentage of lost earnings.
3. Multiply your extra monthly benefit by the percent of lost earnings calculated in Step 2.
4. This is the amount payable on your behalf when you have disability earnings.

We will pay the extra monthly benefit to your Employer for deposit into your [401(k)] Plan. If the plan has been terminated, your Employer does not accept payment, or the plan cannot accept part or all of the benefit as a contribution on your behalf, we will deposit the portion of the extra monthly benefit that is not deposited into the plan into a **flexible premium deferred annuity** that is established and maintained by you.]

Specific Variables

1. The bracketed 1% may reflect a range of 1%-100%.
2. The bracketed \$1 may reflect a range of \$1- \$10,000.
3. The bracketed 401K may be changed to Pension.
4. All other bracketed text may be included or omitted.

22. For Short Term Disability the following definitions found in the GLOSSARY section of the policy/certificate may be modified to read:

(Option 1)

[DISABILITY EARNINGS means income that you receive or are entitled to receive while you are disabled whether you are working or not, and whether earned prior to or during your disability. Disability earnings also include income you could receive if you were working to your **maximum capacity**.

Disability earnings include any salary, wages, pay, payments, K-1 earnings, sick pay/PTO, partnership or proprietorship earnings, commissions, bonuses, and any other income. Disability earnings include salary continuation or accumulated sick leave payments, unless specifically identified as either a deductible source of income or not. Any lump sum payment will be pro-rated, based on the time over which it accrued or the period for which it was paid.

Disability earnings from an employer other than the Employer, if employed prior to your disability, are included only to the extent your income from the other employer increases after disability. However, earnings from another employer are included in their entirety if you became employed after your disability began.

[This definition applies to income that you are receiving while eligible for Recovery Payments.]]

(Option 2)

[DISABILITY EARNINGS means any earnings which you receive while you are disabled and working whether earned prior to or during your disability, plus the earnings you could receive if you were working to your **maximum capacity**. Earnings include any salary, wages, pay, payments, partnership or proprietorship earnings, commissions, bonuses, and any other income you receive or are entitled to receive. Disability earnings include salary continuation or accumulated sick leave payments, unless specifically identified as either a deductible source of income or not. Any lump sum payment will be pro-rated, based on the time over which it accrued or the period for which it was paid].

Specific Variables

1. All bracketed text may be included or omitted.

23. For Short Term Disability the following definition found in the GLOSSARY section of the policy/certificate may be modified to read:

[RECURRENT DISABILITY means a disability which is:

- caused by a worsening in your condition, and
- due to the same cause(s) as your prior disability for which Unum made a disability payment.]

Specific Variables

1. All bracketed text may be included or omitted.

24. For Long Term Disability the following definition found in the GLOSSARY section of the policy/certificate may be modified to read:

[DISABILITY EARNINGS means income that you receive or are entitled to receive while you are disabled whether you are working or not, and whether earned prior to or during your disability. Disability earnings also include income you could receive if you were working to your **maximum capacity**.

Disability earnings include any salary, wages, pay, payments, K-1 earnings, sick pay/PTO, partnership or proprietorship earnings, commissions, bonuses, and any other income. Disability earnings include salary continuation or accumulated sick leave payments, unless specifically identified as either a deductible source of income or not. Any lump sum payment will be pro-rated, based on the time over which it accrued or the period for which it was paid.

Disability earnings from an employer other than the Employer, if employed prior to your disability, are included only to the extent your income from the other employer increases after disability. However, earnings from another employer are included in their entirety if you became employed after your disability began [or after [12] months of payments].

[This definition applies to income that you are receiving while eligible for Recovery Payments] .]

Specific Variables

1. The bracketed 12 may be changed to reflect a range of 12-60
2. All bracketed text may be included or omitted.

25. For Long Term Disability the following definition may be added to the GLOSSARY section of the policy/certificate:

[FLEXIBLE PREMIUM DEFERRED ANNUITY] means an insurance contract or similar arrangement intended to provide future periodic income payments for the life of the covered person, and for which premium payment frequency and amounts may vary. [When an extra monthly benefit is taxable in whole or in part, the flexible premium deferred annuity should not qualify as a plan described in Internal Revenue Code §408, §403(b) or §401(k).]

Specific Variables

1. All the bracketed text may be included or omitted.

26. For Long Term Disability the following definition found in the GLOSSARY section of the policy/certificate may be modified to read:

[RECURRENT DISABILITY means a disability which is:

- caused by a worsening in your condition, and
- due to the same cause(s) as your prior disability for which Unum made a disability payment.]

Specific Variables

1. The bracketed text may be included or omitted.

<i>SERFF Tracking Number:</i>	<i>UNUM-126409888</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Unum Life Insurance Company of America</i>	<i>State Tracking Number:</i>	<i>44271</i>
<i>Company Tracking Number:</i>	<i>C.V.D.131</i>		
<i>TOI:</i>	<i>H11G Group Health - Disability Income</i>	<i>Sub-TOI:</i>	<i>H11G.005 Combined Short Term and Long Term</i>
<i>Product Name:</i>	<i>CXC</i>		
<i>Project Name/Number:</i>	<i>Or Definition/C.V.D.131</i>		

Supporting Document Schedules

		Item Status:	Status
			Date:
Satisfied - Item:	Flesch Certification	Approved-Closed	12/09/2009
Comments:			
Attachment:			
Flesch Score C.V.D.131.pdf			

		Item Status:	Status
			Date:
Bypassed - Item:	Application	Approved-Closed	12/09/2009
Bypass Reason:	We are filing additional variables to C.FP-1 (which was previously approved on 4/20/1994.)		
Comments:			

Name of Company: UNUM Life Insurance Company of America

This is to certify that the forms listed below meet the minimum score required by the Flesch Reading Ease Test.

Form and Form Number to which the Certification is Applicable

<u>Form</u>	<u>Form No.</u>	<u>Flesch Score</u>
Policy/Certificate	C.V.D.131	50.2



Officer's Name

Vice President
Officer's Title

Date: December 3, 2009